

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **MARCH 8, 2011**

From: **JAMES DURFEE / WILL DICKINSON**

Subject: **APPLEGATE REGIONAL SEWER PIPELINE PROJECT: SECOND AMENDMENT TO AGREEMENT 12547 WITH ICF JONES & STOKES**

**RECOMMENDED ACTION:** Adopt the attached Resolution authorizing the Director of Facility Services to execute the Second Amendment to Agreement 12547 with ICF Jones & Stokes Associates to provide additional environmental services for the Applegate Regional Sewer Pipeline Project for an amount not-to-exceed \$27,010, upon review and approval by Risk Management and County Counsel. The Amendment will increase the overall Agreement amount from \$252,223 to \$279,233.

**BACKGROUND:** On February 26, 2008, your Board approved an Agreement in an amount not-to-exceed \$168,333 to prepare an Environmental Impact Report / Environmental Impact Statement (EIR / EIS) for the Applegate Regional Sewer Pipeline Project. The proposed project will convey wastewater from the Applegate service area to the SMD 1 wastewater treatment plant in North Auburn. This project will facilitate abandonment of the existing Applegate treatment ponds and fulfills the terms and conditions of the Settlement Agreement for the Administrative Civil Liability Complaint R5-2005-0510 issued by the Regional Water Quality Control Board.

During the preliminary design of the project, the pipeline was re-routed to a more cost effective alignment. On July 8, 2010, the First Amendment was executed to increase the contract amount to \$252,223 for additional work needed to evaluate the new alignment.

During the design process, wastewater flows were refined as new and more accurate flow monitoring data became available. Evaluation of this flow data indicates that the project may require upsizing up to 7,400 feet of existing sewer pipelines in the Winchester subdivision to accommodate the additional flow from Applegate. Staff has negotiated a Second Amendment to provide environmental analysis of the pipe upsizing. The additional work includes site surveys, updating impact analyses, coordination with regulatory agencies, and other modifications to the EIR associated with the additional pipe upsizing. In order to proceed with this work, staff is requesting your Board's approval of a Resolution authorizing the Director of Facility Services to execute the Second Amendment. A copy of the Second Amendment is available at the Clerk of the Board's Office.

**ENVIRONMENTAL CLEARANCE:** Preparation of the environmental documents included in the Scope of Services will meet the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).

**FISCAL IMPACT:** The cost for completing the services included in the Second Amendment is an amount not-to-exceed \$27,010, bringing the total Agreement amount to \$279,233. Sufficient funding exists in the Applegate Regional Sewer Pipeline Project capital project budget for this work. This project is partially funded by a grant from the Environmental Protection Agency.

AVAILABLE FOR REVIEW AT THE CLERK OF THE BOARD'S OFFICE: ICF JONES & STOKES AGREEMENT AND FIRST AMENDMENT  
ATTACHMENT: ICF JONES & STOKES SECOND AMENDMENT

CC: COUNTY EXECUTIVE OFFICE

JD/WD/CH/LM

T:FACBSMEMO 2011/EEVAPPLEGATE J&S AMENDMENT 2

# Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION AUTHORIZING THE      Reso. \_\_\_\_\_  
DIRECTOR OF FACILITY SERVICES TO EXECUTE THE  
SECOND AMENDMENT TO AGREEMENT 12547 WITH  
ICF JONES & STOKES ASSOCIATES TO PROVIDE ADDITIONAL  
ENVIRONMENTAL SERVICES FOR PROJECT 04825,  
THE APPLGATE REGIONAL SEWER PIPELINE PROJECT

The following RESOLUTION was duly passed by the Board of Supervisors  
of the County Placer at a regular meeting held \_\_\_\_\_ by the  
following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chairman, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of said Board

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**BE IT HEREBY RESOLVED** by the Board of Supervisors, County of Placer, State of California, to authorize the Director of Facility Services to execute the Second Amendment to Agreement 12547 with ICF Jones & Stokes Associates to provide additional environmental services in an amount not-to-exceed \$27,010, for the Applegate Regional Sewer Pipeline Project, upon review and approval by Risk Management and County Counsel.

**AGREEMENT: 12547**

**DESCRIPTION: SECOND AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT 12547 FOR APPLGATE REGIONAL SEWER  
PIPELINE PROJECT EIR / EIS**

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the COUNTY OF PLACER, hereinafter referred to as the COUNTY, and ICF Jones & Stokes Associates, hereinafter referred to as CONSULTANT.

**WITNESSETH**

WHEREAS, on February 26, 2008, the COUNTY and CONSULTANT entered into an Agreement for the purpose of preparing an Environmental Impact Report / Environmental Impact Statement (EIR / EIS) for the Applegate Regional Sewer Pipeline Project,

WHEREAS, on July 8, 2010, the COUNTY and CONSULTANT entered into an Amendment to include additional work as a result in a change in the preferred pipeline alignment,

WHEREAS, the COUNTY and CONSULTANT desire to amend the Agreement to redefine the duties and responsibilities of the parties,

NOW, THEREFORE, it is hereby agreed by the parties as follows:

- I. Modify the last sentence of Paragraph 2, Payment, of the Agreement to read: The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **TWO HUNDRED SEVENTY NINE THOUSAND, TWO HUNDRED THIRTY THREE DOLLARS (\$279,233.00)** without prior written approval of County.
- II. Revise Exhibit A, and Exhibit A-1, Scope of Services, to include additional work as a result of the expansion of the preferred project, as described in Exhibit A-2 attached.
- III. Replace B-2 Payment Schedule with Exhibit B-3 attached.
- IV. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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**County of Placer**

By: \_\_\_\_\_  
James Durfee, Director

\_\_\_\_\_ Date of Board Approval

**Consultant**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Brungardt, Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Gray, Assistant Secretary

**Approved as to Form**

**Approved as to Funds**

By: \_\_\_\_\_  
Placer County Counsel

By \_\_\_\_\_  
Placer County Auditor

Exhibit A-2: Scope of Services  
Exhibit B-3: Payment Schedule

**EXHIBIT A-2  
SECOND AMENDMENT TO EXHIBIT A  
AMENDED SCOPE OF SERVICES**

The existing Scope of Services consists of preparation of a joint Environmental Impact Report / Environmental Impact Statement (EIR / EIS) for the Applegate Regional Sewer Pipeline Project. The Scope is hereby further amended to include the modification of the document as a result of adding the upsizing and replacement of approximately 7,400 feet of existing pipeline in the Winchester subdivision.

The Environmental Protection Agency (EPA) has recently confirmed that the EPA will prepare the NEPA document, using the CEQA document for the basis of its decision; therefore, this Scope assumes the environmental document shall be prepared in EIR format (rather than a joint EIR / EIS) but still include the additional elements required by the EPA's NEPA Procedures. The EPA has also recently confirmed that, since the pipe replacement is not part of the EPA funded project, the pipeline replacement portion of the project can be excluded from NEPA documentation; therefore, the pipeline replacement shall only be analyzed in the CEQA document.

**TASK 1 EIR / EIS**

*Task 1.1 Project Description*

In addition to the services outlined in the existing scope, CONSULTANT shall modify the proposed project description (Chapter 2 of the EIR), and all applicable figures and maps, to include the upsizing and replacement of approximately 7,400 feet of the existing Winchester collection system. This Task includes time for the CONSULTANT to conduct an internal start-up meeting with technical staff to provide updates regarding the project approach and to present the revised project description.

CONSULTANT shall submit the revised project description for review with the revised 2nd Administrative Draft EIR.

The County will provide a written description of the proposed extension activities and language to explain why the proposed 7,400-foot upgrade is not considered part of the NEPA project

*Task 1.3 Draft EIR / EIS*

In addition to the services outlined in the existing Scope, CONSULTANT shall update the CEQA impact chapters in the 2<sup>nd</sup> Administrative Draft EIR to reflect the pipeline replacement. This Task includes, but is not limited to:

- Conducting preliminary site surveys of expanded project area (scope assumes biologist, botanist/wetland specialist, and cultural archaeologist only).

For the purposes of cost estimating, it is assumed that no additional field evaluation would be required. If additional field evaluation is required, for example cultural resources are identified that require architectural historian

review, CONSULTANT shall submit a cost proposal and scope, and obtain written approval from the County prior to commencing such work.

- Updating CEQA analyses including the air quality monitoring, noise analysis, biological resources, and cultural resources, and ensuring the analysis provided in all other resource areas is adequate.
- Technical editing of the document for distribution to the County and EPA.
- Continuing coordination with the EPA, limited to distributing the EIR to the EPA for review and comment. As mentioned above, the EPA will be responsible for preparing the NEPA document and conducting all other required federal consultation related to ESA and NHPA.
- Participating in one additional conference call with County staff to address the County's comments related to the revised Administrative Draft EIR.

The revisions to the project description and EIR will be submitted to the County for review with the revised 2nd Administrative Draft EIR.

### ***Deliverables***

- **Revised 2nd Administrative Draft EIR** – within 21 days of receiving Notice to Proceed and revised project information from the County

In addition, this Task compensates CONSULTANT for all work associated with developing and analyzing a scenario to upsize and replace only 356 feet of the Winchester collection system in the amount of \$2,000.

## **TASK 2 NEPA STUDIES**

### ***Task 2.2 Section 106 Compliance***

A draft Cultural Inventory Report was completed as part of the original Scope for compliance with NEPA and Section 106 of the National Historic Preservation Act (NHPA). This Task is hereby amended to provide for additional Native American consultation.

In addition to the services outlined in the existing Scope, CONSULTANT shall respond to a letter from the Auburn Rancheria expressing interest in a site visit. A CONSULTANT archaeologist shall contact the appropriate Auburn Rancheria representative and conduct a site visit, if requested. This Task does not include additional consultation or coordination with the Auburn Rancheria that is the responsibility of the EPA or updating the cultural resources technical report. This Task assumes that no more than one (1) site visit is necessary and that no additional resources are identified; should properties be identified that require further investigation, CONSULTANT shall submit a cost proposal and Scope, and obtain written approval from the County, prior to commencing such work.

This Task also assumes that no additional work is required for further evaluation of the property located on APN 077-120-052.

***Deliverables***

- **Site Visit** – One site visit with the Auburn Rancheria representative(s)
- **Summary** – Email summary of site visit with Auburn Rancheria

In addition to the above, this Task compensates CONSULTANT for all work associated with analyzing a scenario to replace only 356 feet of the Winchester collection system, including, but not limited to, updating project mapping, coordination with the County to discuss the scenario details, and consultation with the State Historic Preservation Officer (SHPO) in the amount of \$4,000.

**TASK 3 WETLAND DELINEATION**

This Task compensates CONSULTANT for all work associated with surveying, mapping, and report revisions associated with analyzing a scenario to replace only 356 feet of the Winchester collection system in the amount of \$1,000.

**END OF EXHIBIT A-2  
AMENDEDSCOPE OF SERVICES**

**EXHIBIT B-3  
PAYMENT SCHEDULE**

Task	Task Description	Existing Budget (\$)	Increase for Second Amendment (\$)	Amended Budget (\$)
1	EIR/EIS			
	1.1 Project Description	14,236.00	3,450.00	17,686.00
	1.2 Scoping	10,018.00		10,018.00
	1.3 Draft EIR/EIS	111,543.00	17,600.00	129,143.00
	1.4 Public Hearing	4,803.00		4,803.00
	1.5 Final EIR/EIS	26,658.00		26,658.00
	1.6 Findings	2,295.00		2,295.00
2	NEPA Studies	52,150.00		52,150.00
	2.1 ESA Compliance			
	2.2 Section 106 Compliance		4,960.00	4,960.00
3	Wetland Delineation	6,760.00	1,000.00	7,760.00
4	Permitting and Mitigation	13,760.00		13,760.00
5	General Consulting Services	10,000.00		10,000.00
<b>Total</b>		<b>252,223.00</b>	<b>27,010.00</b>	<b>279,233.00</b>

**END OF EXHIBIT B-3  
PAYMENT SCHEDULE**